

AGREEMENT
BETWEEN THE
HUNTERDON CENTRAL BOARD OF EDUCATION
AND THE
HUNTERDON CENTRAL BUS DRIVERS ASSOCIATION/NJEA/NEA
JULY 1, 1990 - JUNE 30, 1993

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This Agreement is entered into this day by and between the Board of Education of the Hunterdon Central Regional High School District, Flemington, New Jersey, hereinafter called the "Board" and the Hunterdon Central Bus Drivers Association, affiliated with NJEA/NEA hereinafter called the "Association".

ARTICLE 1

RECOGNITION

- 1.1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all bus drivers assigned to regularly scheduled runs, in addition to contractual stand-by drivers, including bus drivers on leave, but excluding all other employees of the Board.
- 1.2 Unless otherwise indicated, the term "bus driver" when used hereinafter in this Agreement, shall refer to all employees represented by the Association, and references to male employees shall include female employees.

ARTICLE 2

NEGOTIATIONS PROCEDURE

- 2.1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 (N.J.S.A. 34:13A-1 et seq. as amended) in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than December 1st of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing and be signed, after ratification, by the Board and the Association.
- 2.2 During negotiations, the Board and the Association shall present all relevant data, exchange points of view and make proposals and counter-proposals.
- 2.3 Neither party in any negotiations shall have control over the selection of negotiation representatives of the other party. The parties mutually pledge that their representatives shall

be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.

- 2.4 Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and signed by the Board and the Association following ratification.
- 2.5 Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to bus drivers covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement.
- 2.6 The Board agrees not to negotiate concerning said bus drivers in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.
- 2.7 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 2.8 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3

BUS DRIVERS' RIGHTS AND RESPONSIBILITIES

- 3.1 Pursuant to Chapter 123, Public Laws 1974 (N.J.S.A. 34:13A-1 et seq. as amended), the Board hereby agrees that every bus driver of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of Law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any bus driver in the enjoyment of any rights

conferred by Chapter 123, Public Law 1974 or other Laws of the Constitutions of New Jersey and the United States; that it shall not discriminate against any bus driver with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- 3.2 Nothing contained herein shall be construed to deny or restrict to any bus driver, administrator, or Board member such rights as he may have under New Jersey Laws or other applicable Laws and Regulations. The rights granted to bus drivers hereunder shall be deemed to be in addition to those provided for in statute or in case law.
- 3.3 No bus driver shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- 3.4 Individuals associated with the Board of Education, Administration and the Association will not discuss with the students or attempt to influence students' opinions in regard to any matter under discussion by the parties to the Agreement. This applies during school days and at school sponsored activities.
- 3.5 Any questions or criticism of a bus driver, Board member or administrator shall be made in confidence and not in the presence of students, parents or at any public gatherings.
- 3.6 Board members, employees and administrators shall be guided by the Code of Ethics of their respective organization.

ARTICLE 4

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 4.1 The Board agrees to furnish to the Association in response to reasonable requests from time to time all public information.
- 4.2 Representatives of the majority representative organization shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

- 4.3 The Association and its representatives shall have the privilege to use the school buildings at all reasonable hours for meetings, except from 11:00 p.m. to 6:00 a.m., and except for holidays and weekends. A request to the Director of Plants and Facilities shall be made in advance of the time and place of all such meetings.
- 4.4 The Association shall have the privilege to use school facilities normally available to bus drivers. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and will assume responsibility and cost, if any, for its proper operation and maintenance.
- 4.5 The Association shall have space to post notices on a bulletin board in the Transportation Department.
- 4.6 The Association shall have the privilege to use the mailboxes in the Transportation Department.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1 Definitions

- 5.1.1 A "grievance" is a claim based on any of the provisions of this Agreement and/or past practice resulting from an event or condition which affects the terms and conditions of employment of a bus driver or group of bus drivers and/or the interpretation, meaning or application thereof.
- 5.1.2 An "aggrieved person" is the person or persons making the claim.
- 5.1.3 A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 5.1.4 The term "work days", when used in this Article, shall include all regular work days during the work year September through June and shall not include all holidays, weekends, and days when the District is closed for all bus drivers.

- 5.1.5 An aggrieved person shall have twenty (20) work days from the date of the occurrence or the first knowledge of said occurrence to initiate a grievance.

5.2 Purpose

- 5.2.1 The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting the terms and conditions of employment of bus drivers. Both parties agree that those proceedings will be kept as informal as is mutually agreeable and confidential at every level of the procsdurs.
- 5.2.2 Nothing herein contained shall be construed as limiting the right of any bus driver or group of bus drivers having a grievance to discuss the matters informally with the Transportation Coordinator, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

- 5.3 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. Failure to initiate and process a grievance within the designated period of time at each step shall deem the grievance resolved. Failure to respond to a grievance within the specified time limits shall permit the grievance to advance to the next level. The time limits specified may, however, be extended by mutual agreement.

5.4 Levels of Appeal

5.4.1 Level One - Transportation Coordinator

A bus driver or group of bus drivers with a grievance shall first verbally identify the matter as a grievance and discuss it with the Transportation Coordinator either directly or through the Association's grievance representatives, with the objective of resolving the matter informally.

5.4.2 Level Two - Superintendent/Board Secretary

If the aggrieved person or group of persons is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) work days after the grievance was

discussed at Level One, the grievant must notify the Grievance Representative of his/her request to process a formal grievance within five (5) work days after the decision was made at Level One or ten (10) work days after the grievance was discussed with the Transportation Coordinator. The Association's Grievance Representative shall submit a written grievance to the Transportation Coordinator within five (5) work days after receiving the request to process the grievance. If the grievance is not resolved to the satisfaction of the grievant or grievants within five (5) work days of its written submission to the Transportation Coordinator, then the Grievance Representative shall submit the written grievance to the Superintendent and/or Board Secretary within ten (10) work days of its written submission to the Transportation Coordinator.

The Superintendent and/or Board Secretary shall meet with the grievant and the Association's Grievance Representative to review the grievance within ten (10) work days of receipt of the grievance. The Superintendent or Board Secretary shall render a written decision within five (5) work days of said meeting. If no decision has been rendered or if the grievant is dissatisfied with the decision, the grievant may submit the grievance to the Board of Education within five (5) work days.

5.4.3 Level Three - Board of Education

The Board of Education shall hold a meeting within twenty (20) work days of receipt of the grievance and shall review the grievance, hear all witnesses, assess all relevant information and see all pertinent documents. The Board shall render a decision within five (5) work days of the grievance meeting.

5.4.4 Level Four - Arbitration

If the aggrieved person or group of persons is not satisfied with the disposition of his grievance at Level Three or if no written decision has been rendered within thirty-five (35) calendar days after the grievance was delivered to the Board, he/she may request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious for further consideration, it must submit the grievance to the Public Employment Relations Commission for

arbitration within ten (10) work days after receipt of the request by the aggrieved person and shall notify the Board of such submission.

The Arbitrator so selected shall confer with the representative of the Board and the Association, hold hearings promptly and shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearings or; if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make a decision which requires the commission of an act prohibited by Law or which is in violation of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

- 5.5 The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.
- 5.6 Any party in interest may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative from the Association. Following Level One, the Association may process a grievance through all levels of the grievance procedure even though the aggrieved person or group of persons does not wish to do so.
- 5.7 No reprisals of any kind shall be taken by either party, Board and/or representatives or Association and/or representatives, against any party in interest or other participant in the grievance procedure by reason of such participation.
- 5.8 Decisions rendered at Level Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest.
- 5.9 All written grievances and decisions shall be filed in a separate grievance file, available to the Superintendent, the Association's grievance representatives and the aggrieved person or persons, and shall not be kept in the personnel file of any of the participants.

- 5.10 All grievances shall be filed on a designated grievance form.
- 5.11 No meetings or hearings under this procedure shall be conducted in public unless requested by the grievant, and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.
- 5.12 It is recognized by the parties that an award of an arbitrator is a public record.

ARTICLE 6

WORK DAY AND WORK YEAR

- 6.1 The work year shall be from September 1 through June 30, to be scheduled in conformity with the school calendar(s).
- 6.2 By August 15 of each year, two (2) copies of job packages, including a description of runs and times, shall be posted in the Transportation Department. Job packages shall include AM and PM runs and 3:30 activity runs. All job packages shall be rounded to the next higher quarter hour and shall be for at least four (4) hours. However, special runs which cannot be assigned to regular drivers may occasionally require the creation of a job package of less than four (4) hours. In addition to the job package, all drivers shall be paid for a fifteen (15) minute bus pre-check and a fifteen (15) minute bus cleanup period per day.
- 6.3 Job packages shall be bid upon by bus drivers in seniority order at least two (2) work days following posting. Other regular runs will be bid upon in seniority order thereafter. Run selection meetings will be held between individual bus drivers and the Transportation Coordinator. All questions about runs will be answered at these meetings.
- 6.4 In the event that there are new runs added or other runs that become vacant during the course of the work year, the most senior drivers shall have the opportunity to take the new run or other run, if his or her schedule makes performance of the run possible. Vacancies shall not result in lateral changes of schedule.
- 6.5 On work days on which one or more of a bus drivers' regularly scheduled runs are not performed, the bus driver shall be paid for the time worked.

- 6.6 Each bus driver shall be paid for one (1) work day prior to the opening of school in order to complete a dry run and attend a safety meeting. The dry run will begin at approximately 7:00 a.m. The total dry run and meeting time shall not exceed four and one-half (4-1/2) hours.
- 6.7 All meetings at which attendance is required shall be paid at the regular hourly rate.
- 6.8 Any time between runs of one (1) hour or less shall be paid at the regular hourly rate.
- 6.9 Any driver who works in excess of forty (40) hours in a regular work week shall be paid at a rate of one and one-half (1-1/2) times the regular rate for such time.
- 6.10 Any driver who works on Sunday or a holiday shall be paid at a rate of one and one-half (1-1/2) times the regular rate for such time.
- 6.11 All overtime work shall be rounded to the next higher quarter hour for the purpose of payment.
- 6.12 All special runs, including trips and athletics, shall be offered to available bus drivers on a rotating basis, as per the trip board procedure.
- 6.13 The time paid for any job package shall not be adjusted to a lower figure without discussion and review of time sheets with assigned driver.
- 6.14 Bus drivers whose job package includes both a high school run and a middle school or elementary school run shall receive compensation for an extra one-half (1/2) hour on any day on which the high school has an early dismissal but the middle or elementary school has a regular school day.
- 6.15 Double kindergarten runs shall be compensated at no less than one and one-half (1-1/2) hours times the appropriate rate.

ARTICLE 7

SICK LEAVE OF ABSENCE

- 7.1 All employees shall be entitled to ten (10) sick leave days each work year as of the first work day of each work year, whether or not they report for duty on that day.

- 7.2 In the first year of employment, employees hired after September 1 shall be entitled to a pro-rata of the days listed in 7.1 above based on their initial month of employment. Such days shall be credited upon initial employment.
- 7.3 The Board of Education reserves the right to require a certificate from a doctor in any case where a bus driver is absent for three or more consecutive days. In cases when an employee exhibits patterned or chronic absenteeism, a doctor's certificate may be required in order for the bus driver to be compensated for the day.
- 7.4 All bus drivers shall accrue sick leave from their initial date of continuous employment in the Hunterdon Central School District.

ARTICLE 8

TEMPORARY LEAVE OF ABSENCE

- 8.1 Bus drivers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each work year in addition to any sick leave to which the bus driver is entitled:
- 8.1.1 One (1) day leave of absence for personal legal business, or family matters which require absence during work hours. Application to the Transportation Coordinator for personal leave shall be made at least five (5) days before taking such leave (except in cases of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this Section. It is understood that such personal leave shall not be used to extend vacations or for household and other routine matters which could otherwise be performed on days when work is not in session. Bus drivers may accumulate one unused personal leave day for use in the following year or as an accumulated sick day at the bus drivers option.
- Personal days shall not be granted immediately preceding or immediately following a vacation or holiday without prior approval. In such cases, the bus driver shall state the reason for requesting the time. Such leave shall be granted at the discretion of the Transportation Coordinator and shall not be arbitrarily denied.

- 8.1.2 Time necessary for appearances in any legal proceeding upon presentation of a subpoena or summons or in connection with the bus driver's employment or with the school system if the bus driver is required by Law to attend.
- 8.1.3 Up to five (5) consecutive days at any one time in the event of death of a bus driver's spouse, child, parent, brother, sister, and any other member of the immediate household living with the employee, and mother-in-law and father-in-law. In the event of the death of a relative not listed above, one (1) day shall be granted.
- 8.1.4 One (1) day for the purpose of attending the marriage of a member of the immediate family defined as children, parents and in-laws.
- 8.1.5 Time necessary for persons called into temporary active duty, not to exceed three (3) months, of any unit of the U.S. Reserve or the State National Guard. A bus driver shall be paid the difference between his/her regular pay and any pay which he/she receives from the State or Federal Government so there is no loss in pay.
- 8.1.6 Up to five (5) days for the purpose of marriage of the bus driver.
- 8.1.7 In the event of jury duty, the Board will reimburse a bus driver with the difference paid for jury duty and his/her salary so there is no loss in pay. A bus driver who is not selected for a panel or is dismissed by the court is to report to his/her immediate supervisor provided there remains a minimum of four (4) hours of his/her work shift for that day.
- 8.1.8 One (1) day leave of absence shall be granted as a family illness day.
- 8.1.9 Other leaves of absence with or without pay may be granted by the Board for any good reason, and extensions or renewals of leaves as outlined above may be granted by the Superintendent upon request.

- 8.2 Time away from the job during the school year without pay may be granted for personal reasons. This type of temporary leave of absence without pay may not normally be for longer than five (5) consecutive work days and shall not be taken more frequently than every other year.

ARTICLE 9

EXTENDED LEAVE OF ABSENCE

- 9.1 The Board of Education shall provide leaves of absence for any bus driver of the district whose absence from duties is due to a physical or mental disability in accordance with the provisions listed below. This provision does not provide paid sick leave of absence beyond that established in Article 7.
- 9.1.1 A bus driver, requesting such leave who has an actual or an anticipated disability shall present to his/her supervisor a written statement from his/her physician (as soon as possible) indicating the nature of the disability, the date or estimated date of actual disability, and the anticipated date of return to work.
- 9.1.2 Prior to returning to work, the bus driver shall be required to submit a physician's statement that the bus driver is physically or mentally fit to return to his/her assigned duties.
- 9.1.3 If the district is not satisfied with the statement from the bus driver's physician, as to disability or return from disability, it may require a review and examination by the school physician or a physician selected by the District. In the event the physician appointed by the district offers a contrary opinion to that of the bus driver's physician, both parties shall agree that an impartial third physician shall be selected whose medical opinion shall be binding on the issues of physical or mental capacity to continue in the performance of duties. If as a result of such examination, the bus driver is found to be fit to perform assigned duties, he/she shall do so.
- If as a result of such examination, the bus driver is found to be unfit to perform assigned duties, the bus driver shall be placed on a mandatory sick leave with such compensation which he is entitled and disability provisions of this Agreement, under the sick leave and disability provisions Agreement, until a recommendation to return to work is provided to the Board by the third physician.
- 9.2.1 The disability phase is that period of time both prenatal and postnatal during which a physician certifies in writing inability to work.

9.2.2 This child care phase is that period of time selected by the bus driver which follows the disability phase and/or birth of the child. Such maternity leave shall be an unpaid leave of absence for the remainder of the school year in which the birth of the child took place. Notification of child rearing leave must be made in writing at least one (1) month prior to the starting date for such leave and should indicate the anticipated starting date and ending date of such leave.

Any bus driver adopting a child may receive similar leave which shall commence upon receiving custody of such child or earlier if necessary to fulfill the requirements of the adoption.

- 9.3 A bus driver shall not be advanced on the salary schedule unless he/she has worked at least ninety (90) days during the contract year in which the leave of absence was taken.
- 9.4 Other extended leaves of absence with or without pay may be granted by the Board or by the Superintendent with the approval of the Board for good cause. Such requests shall not be arbitrarily denied. Denial of such leave shall not be the basis for a grievance.
- 9.5 All benefits to which a bus driver was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave shall be restored to him/her upon his/her return, and he/she shall be assigned to a comparable position to that held prior to the leave.
- 9.6 All extensions or renewals of leaves shall be applied for in writing to the superintendent within thirty (30) days prior to the expiration of such leave.

ARTICLE 10

SENIORITY

- 10.1 For those bus drivers in the bargaining unit covered by this Agreement, seniority shall be based upon the length of continuous service by initial month of employment under contract in the Hunterdon Central School District. Seniority will be a factor considered by the Board in promotions and demotions. It is understood, however, that the Board will also consider efficiency and capability. Seniority will be the only factor for lay-offs and recalls after lay-offs within the unit.

- 10.2 No bus driver shall acquire any seniority rights until he/she has been continually employed in the Hunterdon County School District for a period of six (6) months. Upon successful completion of this probation period seniority shall relate back to the initial month of hire in the Hunterdon Central School District.
- 10.3 All job packages which become vacant during the work year must be posted for five (5) consecutive work days on the designated Association bulletin board. The job posting shall include the description of runs and times and effective date for filling the vacancy. The most senior bus driver who applies to the Transportation Coordinator for the vacancy shall be transferred to that vacancy. All interested drivers will be present when the position is awarded. The other drivers may then select the just-vacated position in seniority order. This procedure for interested drivers will be repeated one time. The vacancy created by this third selection will be filled by a new contractual employee. Lateral transfers will not be permitted.
- 10.4 The Transportation Coordinator shall have the right to temporarily transfer bus drivers to meet emergencies and other unusual requirements, with no reduction in pay.

ARTICLE 11

DISCIPLINE OR DISMISSAL

- 11.1 A probationary bus driver may be disciplined or dismissed for any reason considered justifiable by the Transportation Coordinator. Notification of discipline or dismissal shall include a written statement of reasons for non-reemployment. Within five (5) calendar days of receipt of notification of dismissal, the bus driver may request in writing a meeting to discuss the termination with the Superintendent of Schools. The Superintendent shall schedule a meeting within five (5) calendar days of receipt of the written request from the bus driver. The Superintendent must notify the bus driver in writing of his final determination within three (3) days of the meeting. Any disciplinary action of a probationary bus driver shall not be subject to the grievance procedure of this Agreement.
- 11.2 Violations of Board policy, rules or regulations shall be cause for disciplinary action as outlined below when just cause exists. Employees shall have the right to dispute any charge or alleged violation and may appeal such action through the grievance procedure, provided under this Agreement. There

shall be three (3) separate penalties applied when it is necessary to impose discipline on any of the employees of the Board.

11.2.1 Oral reprimand.

11.2.2 A written reprimand to be placed in the employee's personnel file to be applied in the case of minor offenses. The Board shall furnish the employee and the Association with a copy of the reprimand. The employee shall be required to sign the file copy for the sole purpose of acknowledging receipt of a copy.

11.2.3 Suspension from work (without pay) for periods varying from one (1) to fifteen (15) days, according to the gravity of the offense and the previous record of the employee concerned to be applied in cases of a first serious offense or continued or repeated minor ones.

11.2.4 Discharge.

11.2.5 The Board may bypass any step of this procedure.

11.3 If a bus driver is required to attend a meeting with the Board, Superintendent or a designated representative for the purpose of discipline, he/she will be so advised and may have an Association representative present during such a meeting.

11.4 In the event of termination of employment by the bus driver or by the Board, ten (10) working days notice shall be given except when the discharge is for cause.

ARTICLE 12

EMPLOYMENT PROCEDURES

12.1 Drivers shall be notified of their contract and salary status for the ensuing school year no later than June 1 of the preceding year.

12.2 Offers of summer employment to drivers shall be made in seniority order, specifying the terms and conditions of that employment. Those summer jobs that are customary, anticipated, and reasonably certain shall be offered no later than May 30.

ARTICLE 13

SALARY DEDUCTIONS

- 13.1 Upon the request of the Association, the Board shall deduct a representation fee from the wages of each bus driver who is not a member of the Association.
- 13.2 Upon written notice to the Board Secretary, these deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after cancelling their membership in the Association.
- 13.3 The amount of said representation fee shall be certified to the Board of Education by the Association annually during the month of August, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the Association to its members.
- 13.4 The Association agrees to indemnify and hold the Board of Education harmless against any liability, cause of action, or claims of loss, whatsoever arising as a result of said deduction.
- 13.5 The Board of Education shall remit the amounts deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.
- 13.6 The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2) (c) and (3) (L.1979 c.477) and membership in the Association shall be available to all bus drivers in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the Board of Education shall immediately cease making such deductions.

ARTICLE 14

BUS DRIVER PROTECTION

- 14.1 Bus Drivers shall not be required to check fluid levels or to wash buses.
- 14.2 Bus drivers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

- 14.3 In the absence of a certified person, a bus driver may use reasonable force as necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to other, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil, as established in 18A:6-1.
- 14.4 The Board shall provide legal assistance in the event of any assault upon the bus driver while acting in the discharge of his duties.
- 14.5 Bus drivers shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor.
- Such notification shall be forwarded immediately to the Superintendent who shall act appropriately as liaison between the bus driver, the police and the Courts.

ARTICLE 15

INSURANCE PROTECTION

- 15.1 The Board will provide contributory and non-contributory individual and full family insurance coverage as provided for the teaching staff including any improvements or loss of benefits. For all bus drivers whose contract schedule includes twenty (20) or more hours per week, such coverage shall include:
- Health Insurance
Dental
Prescription \$3.00 co-pay
Disability
- 15.2 An overview of benefits provided in 15.1 above shall be distributed to all new bus drivers upon hire.

ARTICLE 16

BUS DRIVERS SALARIES

- 16.1 The salaries of all bus drivers covered by this Agreement for the school years 1990-1991, 1991-1992, and 1992-1993 are set forth in Schedule A, which is attached hereto and made a part hereof.

- 16.2 All bus drivers shall be placed on guide and shall move in accordance with the salary implementation schedule.
- 16.3 Bus drivers shall be paid on the 15th and 30th of each month.
- 16.4 When a payday falls on or during a school holiday, a personal vacation day, or weekend, bus drivers shall receive their paychecks on the last previous working day on which the banks are opened, provided the checks are available from the computer.
- 16.5 Adjustments in pay shall be made in the pay period following the pay period during which the signed time sheet is submitted.

ARTICLE 17

SICK DAY BENEFIT PROGRAMS

- 17.1 The Board agrees to provide a Retirement Benefit as follows:
 - 17.1.1 All bus drivers who have accumulated a minimum of forty (40) unused sick days at the time of retirement from the district and who are collecting pension benefits pursuant to Title 18A:66-1 et seq. "Teacher Pension and Annuity Fund" or "Public Employee Retirement System" are eligible.
 - 17.1.2 No bus driver shall be entitled to the Retirement Benefit upon returning from a leave of absence, other than sick leave, until said bus driver has completed a minimum of ten (10) months work.
 - 17.1.3 Each eligible bus driver shall receive a Retirement Benefit of one (1) day's salary (a benefit day) for each three (3) days accumulated unused sick leave but not to exceed fifty (50) benefit days. The method of calculating the rate shall be at the hourly rate paid at the time of retirement and on the basis of the longest regularly scheduled work day in the last three years of employment.
 - 17.1.4 Retirement Benefit payments shall be made in a lump sum by January 30 or June 30 following the effective date of retirement. Such payment date shall be at the option of the bus driver.

- 17.2 The Board agrees to provide a Sick Day Benefit as follows:
- 17.2.1 A stipend of two hundred fifty dollars (\$250.00) in 1989-1990 shall be given to a full-time bus driver who has acquired seventy (70) unused accumulated sick days at the close of the work year in which said bus driver has accumulated seventy (70) days. The stipend shall be given to any particular bus driver only once.
- 17.2.2 A stipend of two hundred fifty dollars (\$250.00) in 1989-1990 shall be given to a full-time bus driver who has acquired one hundred and ten (110) unused accumulated sick days at the close of the school year in which said bus driver has accumulated one hundred and ten (110) days. The stipend shall be given to any particular bus driver only once.

ARTICLE 18

BOARD RIGHTS

- 18.1 The Board and the Association agree that except as modified by Law and this Agreement, the Board of Education has the right:
- To direct bus drivers of the school district;
- To hire, assign, retain or discharge bus drivers of the school district;
- To maintain efficiency of the school district operation entrusted to it; and
- To determine methods, means and personnel by which such operations are to be conducted.
- 18.2 The Board shall adopt and post reasonable rules and regulations as it may desire, provided that these rules and regulations are not contrary to or in conflict with this Agreement.

ARTICLE 19

MISCELLANEOUS PROVISIONS

- 19.1 This Agreement constitutes Board and Association policy for the term of said Agreement, and the Board and Association shall carry out the commitments contained herein and give them full force and effect as Board and Association policy.
- 19.2 If any provisions of this Agreement or any application of this Agreement to any bus driver or group of bus drivers is held to be contrary to Law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.
- 19.3 Any individual contract between the Board and an individual bus driver, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 19.4 The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of bus drivers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, age, domicile, or marital status.
- 19.5 Copies of this Agreement signed and duly executed shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed. Copies of the Agreement shall be presented to all bus drivers now employed, hereafter employed or considered for employment by the Board.
- 19.6 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following addresses:

If by the Board to the Association:

President
Hunterdon Central Bus Drivers Association
Hunterdon Central High School
Flemington, NJ 08822

If by the Association to the Board:

Secretary
Board of Education
Hunterdon Central High School
Flemington, NJ 08822

ARTICLE 20

DURATION

- 20.1 This Agreement shall be effective as of July 1, 1990 and shall continue in effect until June 30, 1993.
- 20.2 Negotiations on a successor Agreement shall commence as provided for in Article 2. Discussions on the general operation of Hunterdon Central are appropriate at any time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

FOR THE ASSOCIATION

FOR THE BOARD

James A. Murphy Pres.

John J. H. Jr.

Richard Van Eenhoven Treas.

James J. H. Jr.
10/1/90

SCHEDULE A

SALARIES

1. Bus Drivers' hourly rates shall be as follows:

<u>Service/Years</u>	<u>1990-1991</u>	<u>1991-1992</u>	<u>1992-1993</u>
1 & 2	\$ 10.85	\$ 11.75	\$ 12.70
3 & 4	12.35	13.25	14.20
5	14.75	15.65	16.60

2. All bus drivers employed during the month of September, 1990, including those drivers in lay-off status during September, 1990, if subsequently recalled, will receive a three hundred (\$300) dollar bonus payment in December, 1992, if the driver is employed by the District in December, 1992. In the event that any of the above described bus drivers are laid-off, or retire; in June, 1991, the driver will receive a one hundred (\$100) dollar bonus; in June, 1992, the driver will receive a two hundred (\$200) dollar bonus.
3. The appropriate hourly rate shall be paid for all time worked in addition to any time otherwise identified in the Agreement.
4. Meal reimbursement shall be paid as follows:
- | | |
|-----------|---|
| Breakfast | \$ 4.25 (Assigned from 6:00 a.m. - 8:00 a.m.) |
| Lunch | 5.75 (Assigned from 11:00 a.m. - 1:00 p.m.) |
| Dinner | 7.75 (Assigned from 5:00 p.m. - 7:00 p.m.) |
5. Inspection rate of pay shall be:
- | | |
|-----------|------------------|
| 1990-1991 | \$ 8.50 per hour |
| 1991-1992 | 8.75 per hour |
| 1992-1993 | 9.00 per hour |
6. Bus drivers shall receive twenty-five (\$25) dollars every two years upon presentation of evidence of a physical examination.
7. The trip rate of pay shall be:

	<u>Regular</u>	<u>New York/Philadelphia</u>
1990-1991	\$ 10.85	\$ 11.85
1991-1992	11.75	12.75
1992-1993	12.70	13.70

MEMORANDUM OF AGREEMENT

HUNTERDON CENTRAL REGIONAL HIGH SCHOOL BOARD OF EDUCATION and the HUNTERDON CENTRAL BUS DRIVERS ASSOCIATION

As full and final resolution of the grievance resulting from the suspension of Joseph Adda, the Hunterdon Central Regional High School Board of Education and the Hunterdon Central Bus Drivers Association agree to the following:

1. Joseph Adda will return to work after this Memorandum of Agreement has been signed by both parties.
2. Mr. Adda waives his right to the contractual guarantee of four and one-half (4- $\frac{1}{2}$) hours work per day, including bus precheck and bus cleanup time, and accepts a work week that will average twenty (20) hours per full week between February 12, 1991, and the close of the school year. Mr. Adda also accepts a work week that will consist of an average of twenty (20) hours during the 1991/92 and 1992/93 school years.
3. Mr. Adda will not be assigned to any elementary school runs.
4. Effective February 13, 1991, the job package of Mr. Adda shall include an a.m. and p.m. high school run, the special education run currently assigned to Lida Stevens, any runs available through Mr. Adda's normal rotation on the trip board, any late or extra runs which may be available to Mr. Adda in a normal rotation, plus check and cleanup time.
5. Lida Stevens agreed not to file any claim or grievance resulting from the loss of the special education run or to make any claim for the wages lost through the surrendering of the run.
6. Effective February 13, 1991, and continuing through June 30, 1993, Mr. Adda will be assigned to a special education run (when a special education run is available) prior to the assignment of any other driver to a special education run.
7. Any future safety or disciplinary violation by Mr. Adda will result in disciplinary action subject to the grievance procedure.

This Agreement shall not be precedent setting and shall not obligate either party to either modify the collective bargaining agreement or enter into similar agreements in the future.

FOR THE ASSOCIATION

FOR THE BOARD

Joseph J. Adda

President Date *1/10*

President Date

Joseph J. Adda

Secretary Date

Secretary Date